

connaissance personnelle, pouvait, plus tard, alors que le pétitionnaire qui n'avait ni accepté, ni refusé cette admission, avait déclaré poursuivre la cause pour déqualification personnelle, signer et produire un *retraxit*; et que l'effet de ce *retraxit* a été d'annuler cette admission qui n'a plus formé partie de la preuve.—*Faille v. Lussier*, Johnson, Taschereau, Loranger, JJ., 23 mai 1888.

Quebec Controverted Elections Act—Requête civile against Judgment.

Held :—That after the Court has, in compliance with the provision of the Quebec Controverted Elections Act, 1875, transmitted to the Speaker its report and a certified copy of the judgment in an election case, it is dispossessed of the case, and cannot entertain a *requête civile* asking for the revocation of the judgment on the ground of fraud or surprise.—*McQuillen v. Spencer*, Johnson, Loranger, Tait, JJ., Jan. 31, 1888.

Railway Company—Residence—C. C. 29—Security for costs.

Held, 1. A railway company, being a corporation, can have only one residence, and that, its head office. A railway company that has its head office out of the province of Quebec must give security for costs.

2. The defendants, although residing in the United States, may ask that the plaintiff be ordered to give security without the defendants being themselves liable to furnish security.—*Canada Atlantic Ry. Co. v. Skanton et al.*, Globensky, J., Sept. 7, 1888.

Tax on corporations—45 Vict. (Q.), ch. 22—Street Railway—Taxation—Mileage.

Held :—That the Act 45 Vict. (Q.), ch. 22, which imposed an annual tax of \$50 on City Passenger Railway Companies, for each mile of railway or tramway worked, refers to the distances between terminal points, and does not include the length of double, switch and yard tracks.—*Lambe v. Montreal Street Ry. Co.*, Davidson, J., June 28, 1888.

Deceit—False and fraudulent representations—Exaggeration—Failure of purchaser to complain within a reasonable time.

Held :—That exaggeration by the seller of the value of the thing sold does not constitute a fraud which annuls the contract,—more particularly where the purchaser did not wholly rely upon the seller's statements, but took advice from disinterested parties, and made inquiries as to the value, and did not seek to repudiate the bargain until nine months afterwards.—*Caverhill v. Burland*, Davidson, J., June 16, 1888.

APPEAL REGISTER—MONTREAL.

Friday, November 16.

Grand Trunk Railway Co. & Murray.—Motion to dismiss appeal as wrongly taken *de plano*. C. A. V.

Plender & Fitzgerald.—Application for precedence. C. A. V.

Kimpton et al. & Kimpton et al.—Motion to unite causes. C. A. V.

Ross et al. & Ross et al.—Motion for leave to appeal from interlocutory judgment. C. A. V.

Young & Montreal Street Ry. Co.—Motion for leave to appeal from interlocutory judgment. C. A. V.

Horseman et vir & Montreal Street Ry. Co.—Similar motion. C. A. V.

Canadian Pacific Railway Co. & Couture.—Motion to dismiss appeal as wrongly taken *de plano*. C. A. V.

Banque Jacques Cartier & Frechette.—Three appeals. Settled out of Court.

Lewis & Walters.—Heard. C. A. V.

Prowse & Nicholson.—Part heard.

Saturday, November 17.

Plender & Fitzgerald.—Application for precedence granted.

Canadian Pacific Ry. Co. & Couture.—Motion to dismiss appeal granted.

Ross et al. & Ross et al.—Motion for leave to appeal granted.

Galley & Montreal Gas Co.—Motion for leave to appeal from interlocutory judgment. C. A. V.

Canada Shipping Co. & Mitchell.—Motion for leave to appeal. C. A. V.

Canada Shipping Co. & Globe Printing Co.—Motion for leave to appeal. C. A. V.

Prowse & Nicholson.—Hearing concluded.—C. A. V.